

## STATE OF DELAWARE EXECUTIVE DEPARTMENT OFFICE OF MANAGEMENT AND BUDGET

### August 28, 2015

SUBJECT:	AWARD NOTICE – Addendum #4 Effective November 1, 2016 - Extending contract through November 30, 2016. CONTRACT NO. GSS15526-MAINT_REPAIR FLEET MAINTENANCE AND REPAIR
FROM:	Theresa Newman STATE CONTRACT PROCUREMENT OFFICER 302-857-4552
TO:	ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

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#### **KEY CONTRACT INFORMATION**

#### 1. MANDATORY USE CONTRACT

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**REF: Title 29, Chapter 6911(d)** <u>Delaware Code</u>. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

#### 2. CONTRACT PERIOD

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Each contractor's contract shall be valid for a one (1) year period from September 1, 2015 through August 31, 2016. Each contract may be renewed for four (4) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended through September 30, 2016 under the same terms and conditions.

This contract has been extended through October 31, 2016 under the same terms and conditions.

This contract has been extended through November 30, 2016 under the same terms and conditions.

#### 3. <u>VENDORS</u>

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Interaction able of Co
Bayshore Ford Truck Sales
4003 N. DuPont Highway
New Castle, DE 19720
Contact: John Colagiovanni
Phone 302-656-3160
Fax 302-658-4050
Email: jcolaggiovanni@bayshoreford.com
FSF # 0000025157
GSS15526-MAINT_REPAIRV02
First Choice Auto & Truck Repair of
Middletown
128 Patriot Drive, Unit 3
Middletown, DE 19709
Contact: Kenneth Williams
Phone 302-656-1433
Fax 302-656-2341
Kw1stchoic@aol.com

FSF # 0000136027 GSS15526-MAINT\_REPAIRV03 FSF #0000136110

GSS15526-MAINT\_REPAIRV04

#### **FLEET MAINTENANCE AND REPAIR**

Fox Run Automotive Inc. 610 Connor Blvd

Bear, DE 19701

Contact: Michael J. DeFino

Phone 302-834-1200 Fax 302-834-4077

mdefino@foxrunauto.com

FSF # 0000027687

GSS15526-MAINT\_REPAIRV05

**Fred Drake Automotive** 

4195 DuPont Hwy
Townsend, DE 19734
Contact: R. Fred Drake Jr.

Phone 302-378-4877 Fax 302-378-8679

freddrakeauto@gmail.com

FSF # 0000027587

GSS15526-MAINT\_REPAIRV06

First Choice Auto & Truck Repair

600 N. DuPont Hwy New Castle, DE 19720 Contact: Kenneth Williams Phone: 302-656-1433

Fax: 302-656-2341

E-Mail: kw1stchoic@aol.com

FSF#0000136027

GSS15526-MAINT REPAIRV03

Reed's Auto Repair

20354 Sussex Highway Bridgeville, DE 19933 Contact: John Ray Phone: 302-337-8880

Fax: E-mail:

John@Reedsautorepair.comcastbiz.net

FSF# 0000263483

GSS15526-MAINT\_REPAIRV07

Walls Service Center Inc.

220 NE Front St. Milford, DE 19963 Contact: Colin Walls Phone: 302-422-8110 Fax: 302-491-6007

E-Mail: wallsservice@gmail.com

FSF#0000007226

GSS15526-MAINT\_REPAIRV08

The Pep Boys

3111 West Allegheny Ave Philadelphia, PA 19132 Contact: Jeff Laughlin Phone: 215-430-9832 Fax: 215-430-9339

E-mail: Jeffrey laughlin@pepboys.com

FSF# 0000263245

GSS15526-MAINT\_REPAIRV09

**Sheridan Ford** 

4001 Kirkwood Highway Wilmington, DE 19808 Contact: Frank Ruggiano Phone: 302-999-0261 Fax: 302-999-7031

E-mail: fruggiano@sheridanautogroup.com

FSF#0000057529

GSS15526-MAINT\_REPAIRV10

**Boulevard Ford** 

P.O. Box 752

Georgetown, DE 19947 Contact: Mike Bullis Phone: 302-856-2561 Fax: 302-856-6334

E-mail: mbullis@prestonmotor.com

FSF#:0000024515

GSS15526-MAINT\_REPAIRV11

W.T. Schrider & Sons, Inc.

24572 Betts Pond Rd Millsboro, DE 19966

3

Contact: Bill T. Schrider III	
Phone 302-934-1900	
Fax 302-934-5393	
bill@inandouttires.com	
FSF # 0000030561	
GSS15526-MAINT_REPAIRV12	

#### 4. <u>DELIVERY AND PICKUP</u>

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Please review pricing spreadsheet for pick-up and delivery options for each vendor.

#### 5. PRICING

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Pricing spreadsheet is available on the Fleet Maintenance and Repair contract page.

Prices will remain firm for the term of the contract year.

#### **ADDITIONAL TERMS AND CONDITIONS**

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#### 6. BILLING

The successful vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

#### a. Fleet Services Billing

Fleet Services has instituted a department specific billing procedure that all providers are required to accept. Specifically, invoices for services and supplies provided to Fleet Services are to be sent directly to the Financial Operations unit in the Office of Management and Budget. Fleet Services staff will no longer pay by credit card, or collect and list invoices for payment. Vendors will continue to provide a work order or copy of the invoice with the cost that will be charged on the subsequent invoice sent to Financial Operations.

Hard copy invoices must be mailed to:

OMB – Financial Operations Attn: Brook Hughes 122 William Penn Street Suite 101 Dover, DE 19901 Phone # 302-672-5201

Or, electronic invoices may be sent as email attachments to the following address:

#### OMB\_FinOper@state.de.us

#### 7. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

#### 8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

#### 9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

#### 10. PURCHASE ORDERS

Agencies are required to identify the contract number **GSS15526-MAINT\_REPAIR** on all Purchase Orders (P.O) and shall complete the same when entering P.O. information in the State's Financial Reporting System.

#### 11. REQUIREMENTS

This contract will be issued to cover the Fleet Maintenance & Repair requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

#### 12. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

#### 13. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market

products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

#### 14. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

#### 15. <u>AGENCY'S RESPONSIBILITIES</u>

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <a href="http://qss.omb.delaware.gov/divisionwide/forms.shtml">http://qss.omb.delaware.gov/divisionwide/forms.shtml</a>.

#### 16. GENERAL SAFETY INSPECTION REQUIREMENT

As part of any preventative maintenance service performed, the following general safety inspection shall be performed. The general safety inspection shall include the following items:

a) Brakes: Visually inspect brakes to determine condition, unless otherwise specified at the time of service, check brake and emergency brake operation, report results on work order.

- b) Tires: Check pressure and adjust to Manufacturer's Standards.
- c) Fluids: Check and fill to the recommended level for the Transmission, Differential, Brake, and Power Steering fluids, and Engine Coolant.
- d) Chassis: Visually inspect and lubricate as necessary.
- e) Electrical System: Check starting battery condition, and visually inspect battery and terminal conditions, and clean terminals of excess corrosion, when necessary.
- f) Filters, Belts, Hoses, Exhaust System: Inspect and recommend service.
- g) Exterior: Check door handles & locks, window operations, door, trunk & hood hinges, wiper operation/condition, fuel fill cap, lamps and light bulbs and overall condition.
- h) Interior: Seat belt operation, seat adjustments, mirrors, visors, heater defroster, air conditioning, light bulbs and fuses, and gauge performance.
- Check the following components for wear: Steering system, suspension, shocks, & CV joint boots.

#### 17. PREVENTATIVE MAINTENANCE SERVICES

Preventative Maintenance (PM) packages have been divided up into five separate categories (A through E), which are:

- PM A Synthetic Blend Oil Change
  - Remove Oil and Replace with Synthetic Blend Oil
  - Replace Oil Filter
  - Perform Safety Inspection
- PM B Synthetic Blend Oil Change and Tire Rotation
  - Remove Oil and Replace with Synthetic Blend Oil
  - Replace Oil Filter
  - Tire Rotation (4) Tires
  - Perform Safety Inspection
- PM C Synthetic Blend Oil Change, Tire Rotation and Brake Inspection
  - Remove Oil and Replace with Synthetic Blend Oil
  - Replace Oil Filter
  - Tire Rotation (4) Tires
  - Brake Inspection (4) Tires including clearly identifying brake lining measurement on service ticket. (Not meant to include brake replacements).
  - Perform Safety Inspection
- PM D Synthetic Blend Oil Change, Tire Rotation and Air Filter Change
  - Remove Oil and Replace with Synthetic Blend Oil
  - Replace Oil Filter
  - Tire Rotation (4) Tires

- Remove and replace with new Air Filter
- Perform Safety Inspection
- PM E Major Service Event Synthetic Blend Oil Change, Service Transmission, Tire Rotation, Coolant System Check & Flush, Check Belts, and Replace Spark Plugs & Wires
  - Remove Oil and Replace with Synthetic Blend Oil
  - Replace Oil Filter
  - Service the Transmission, including replacing Filter and Fluid with new (Power Flush is NOT acceptable)
  - Tire Rotation (4) Tires, or Recommend Tire Replacement (Do not bid on tire replacement as part of this service)
  - Inspect Hoses, Pressure Test System, Flush Engine Cooling System and Install New Coolant
  - Inspect Belt Condition(s) and check/modify Tension(s)
  - Replace Spark Plugs and Spark Plug Ignition Wires
  - Perform Safety Inspection

**Please note:** Synthetic blend oil must contain a minimum of 30% synthetic oil.

All Preventative Maintenance (PM) pricing shall include the parts (where applicable) and the labor to complete the repair.

#### 18. ACCESS TO OTHER CONTRACTS

The State of Delaware may maintain other independent contracts that may overlap with the products offered by a submitting vendor. At a minimum, the following contracts may provide some vehicle related services:

- Tires and Tubes
- Vehicle Transmission Repair
- Glass Repair and Replacement

The preceding contracts are provided as an example of other awards that may overlap with the Fleet Maintenance and Repair contract once it is awarded. There may also be other agency contracts that also provide access to fleet maintenance and repair.

Additionally, the Department of Corrections also offers some repair services that may be utilized by state agencies.